

THE KING'S SCHOOL PORT ALFRED
(AN ASSOCIATION INCORPORATED UNDER SECTION 21 OF ACT NO 61 OF 1973)

AGREEMENT OF TUITION

Made and entered into by and between:
THE KING'S SCHOOL PORT ALFRED
(AN ASSOCIATION INCORPORATED UNDER SECTION 21 OF ACT NO 61 OF 1973)
(hereinafter referred to as "the School")
And

..... (BOTH PARENTS/GUARDIANS)
(full names and surname), (jointly referred to as "the Parent")
For the tuition and education of

..... (ONE PER CHILD)
(full names and surname), (jointly referred to as "the Pupil")

WHEREAS:

1. the Parent is desirous of having the Pupil admitted to the School;
2. the Pupil has been admitted to the School with effect from
3. the parties are desirous of recording the terms and conditions on which the Pupil will be educated and trained by the School;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. SCHOOL FEES

- 1.1 *The annual fees due to the school shall be divided equally and paid by the Parent **in eleven (11) monthly amounts**, from January up to and including November, and pro-rata thereof where a pupil begins mid-year.
- 1.2 *The monthly amounts, together with such other incidental costs such as may arise will be payable in advance, by the Parent to the School, **on or before the 2nd day of each and every month**.
- 1.3 *There shall be no entitlement to any rebate of fees if the pupil is absent for any portion of a term owing to illness or any other cause.
- 1.4 *In the event of the parent failing to pay the school fees on the due date thereof, interest at the prime overdraft rate per annum compounded monthly shall be payable on school fees which are in arrears until date of payment of the full outstanding amount.
- 1.5 *The Board of Directors of the School shall have the right to amend the school fees referred to in paragraph 1.1 above.
- 1.6 *In the event of the Parent failing to pay school fees legal action may become necessary to procure payment, the Parent shall then become liable for payment of the School's legal costs on the scale as between attorney and own client.
- 1.7 *In the event of the Parent failing to pay school fees the School shall be entitled to exclude the Pupil and/or terminate this contract, after due administrative process.
- 1.8 *The Parent agrees to pay the school fees by way of monthly bank debit order.
- 1.9 The parent consents to the school accessing their consumer profile on a national database prior to admission.

2. DURATION OF AGREEMENT

- 2.1 *This agreement shall commence on the date of signature hereof.
- 2.2 The Parent shall be entitled to cancel this agreement with **at least three (3) calendar month's prior written notice** to the School. If such notice is not given, a full term's fees, at the rate applicable for the next term in which the pupil would have been, shall be paid by the Parent. Subject to paragraphs 1.7 and 2.3, if the School elects for any reason to terminate this agreement, then it may do so on giving the Parent a clear three (3) months written notice of its decision to terminate this agreement.
- 2.3 *The Principal may require a Parent to withdraw a pupil with immediate effect in cases of serious or repeated misconduct, or where, in his or her opinion, it is in the interest of the School or Pupil or both.

SIGNED: (FATHER)..... (MOTHER)

3. TUITION OF PUPIL

- 3.1 The school shall provide tuition to the Pupil in accordance with the curriculum and syllabus set out by the School.

4. UNDERTAKINGS BY PARENT

The Parent undertakes:

- 4.1 to ensure that the Pupil is at school on time each day;
- 4.2 to ensure that the Pupil complies with the school uniform requirements, that his/her appearance is neat and in compliance with the guidelines set down;
- 4.3 *to abide by the School's policy, discipline and Student's Code of Conduct;
- 4.4 *to keep open lines of communication with the School and staff;
- 4.5 *generally, to do all the Parent can to ensure that the Parent's association with the School is a healthy and happy one.

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- 4.6 Unless you instruct the School expressly and in writing to the contrary, your consent is given for the School to:
 - i. collect, store and process information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts owing in school fees
 - ii. collect, store and process names, contact details and information relating to yourself and your Child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;
 - iii. include photographs, with or without name, of your Child in School publications, or in press releases to celebrate the School's or your Child's activities, achievements or successes;
 - iv. supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and
- 4.7 The School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent

5. DISCIPLINARY MATTERS

- 5.1 *All disciplinary matters pertaining to the care, education and training of the Pupil in all its facets shall vest in the Principal of the School or in a person authorised thereto by the Principal.
- 5.2 *Control, expulsion, suspension and discipline of the Pupil shall be in accordance with the constitution of the school and/or rules and regulations set by the Board of the School as well as legislation set by National and Provincial Government.

6. INDEMNIFICATION

- 6.1 *The Parent indemnifies the School, its employees and officials against any injury, harm or other loss caused to any person, as a result of the conduct of the Pupil.
- 6.2 *The Parent exempts the school, its employees and officials from liabilities incurred on account of any injuries to, or illness of the Pupil and agrees and consents that the School or any of its teachers may consent to any operation or medical treatment of the Pupil, should such consent be required for medical reasons on an urgent basis and should it not be possible for the Parent to be contacted immediately.

SIGNED: (FATHER)..... (MOTHER)

- 6.3 *The Parent agrees that the above indemnity shall apply to all activities on the school or Aftercare premises, as well as on pre-arranged school trips.

7. BREACH

- 7.1 *The Parent shall be deemed to be in breach of this agreement in the event of failure by the Parent to comply with the terms stated in this agreement and after the Parent has failed to remedy such breach, within seven (7) days after a written notice of breach has been dispatched by the School to the Parent at the Parent's chosen email address recorded herein.
- 7.2 *A certificate signed by the Principal of the School as to any amount owing by the Parent to the School or as to any other fact arising out of this agreement shall be *prima facie* proof of all facts stated in the certificate and it will not be necessary to prove the appointment or authority of the Principal who signs such certificate. Such certificate shall be a liquid document for the purposes of provisional sentence or summary judgement proceedings against the Parent.

8. GENERAL

- 8.1 No alteration, cancellation, variation or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties to this agreement or their duly authorised representatives.
- 8.2 The Parent hereby chooses the email address for all purposes whatsoever at the address set forth below, and the Parent shall be entitled by written notice to the School to change his chosen email address, provided that the change shall only become effective seven (7) days after service on the School of the said notice.
- 8.3 The King's School Port Alfred's biblical role is to work in conjunction with the home to mould students to be Christ-like. We therefore strongly believe in the biblical value of family and marriage. The King's School believes that marriage is limited to a covenant relationship between a man and a woman. On occasion, the atmosphere or conduct within a particular home may be counter or in opposition to the biblical lifestyle the school teaches. This includes, but is not necessarily limited to, sexual immorality, cohabitation out of wedlock, homosexual sexual orientation, or inability to support the moral principles of the school (Romans 1:21-27; 1 Corinthians 6:9-20).
- 8.4 In such cases, the school reserves the right, within its sole discretion, to refuse admission of an applicant or to discontinue enrollment of a student.
- 8.5 The signatories to this agreement will be jointly and severally in solidum liable to the School for the due performance of all the Parent's obligations in terms hereof.

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- 8.6 The signatories to this agreement agree that any disputes that may arise, shall be referred to arbitration to ensure a mutually amicable resolution.
- 8.7 In addition to the above terms and conditions, the parent acknowledges that the school documents below have been read and understood; and the parent consents to their implementation by the school:
Statement of Faith;
Gender Policy

10. CONSENT

I/We consent that the School collect, store and update personal information of me/us and the student.
I/We consent that the School may provide the information to an authorized representative for a lawful purpose only.
I/We give consent that the information provided be confirmed and updated where necessary by the School or the Schools authorized representative

Parents residential address:

.....

Postal address:

.....

THUS DONE AND SIGNED BY THE PARENT/S AT

ON THE (DATE) IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

..... (PARENT) (PARENT)
..... (I.D. NUMBER) (I.D. NUMBER)
..... (AS WITNESS) (AS WITNESS)

THUS DONE AND SIGNED BY THE SCHOOL AT **PORT ALFRED** ON THE (DATE)

..... IN THE PRESENCE OF THE UNDERSIGNED WITNESS

..... **PRINCIPAL OF THE SCHOOL** (DULY AUTHORISED THERETO)

..... **AS WITNESS**